

TRENCHING AGREEMENT WITHIN TRACT MAP NO. 52172-02

PROPERTY LOCATION: WESTERN AVENUE & FRANCISCO STREET CITY OF LOS ANGELES

This agreement will confirm the arrangements between BOEING REALITY CORPORATION their successors and assigns (hereinafter referred to as "Developer") and Pacific Bell (hereinafter referred to as "Pacific") for the construction of underground telephone line extension(s) serving the above noted property.

Developer and Pacific agree to construct the underground supporting structure for said telephone line extension(s) in accordance with the following:

1) OBLIGATION OF PACIFIC:

Pacific shall, at its sole cost and expense:

(A) Provide and deliver 25,033 duct feet of 4 inch conduit material and frame and covers for six (6) 8 1/2' x 4 1/2' x 5 1/2' manholes for said telephone facilities within the existing or proposed public right of way and any easement areas.

OR

(B) Reimburse Developer for 25,033 duct feet of 4 inch conduit material and frame and covers for six (6) 8 1/2' x 4 1/2' x 5 1/2' manholes for said telephone facilities within the existing or proposed public right of way and any easement areas in the amount of \$ 32,019.60.

(C) Provide and install all telephone wires and cables to be located within all underground supporting structures.

2) DEFINITIONS:

Conduit material is defined as: Pacific's standard conduit, including the couplings or gaskets required to install said conduit, also all associated castings and bends.

Underground supporting structure is defined as: Pacific's standard manholes, handholes, pull boxes, concrete mounting bases, where and as required, including associated cast iron or metallic manhole frames and covers, racking and ladders.

3) OBLIGATION OF DEVELOPER:

Developer shall, at its sole cost and expense:

(A) Construct the total underground supporting structure and place conduit materials for line extension facilities within the boundaries of any easement areas located within Developer's property in accordance with Pacific's specifications.

It should be understood that the Developer shall be responsible for the placement of all racking and ladders within said manholes, handholes, and splice boxes and the placement of any required frame(s) and cover(s).

(B) Provide and construct the total supporting structure for the extension of service connection facilities within the boundaries of the premises, lots, or parcels to be served.

(C) All trenches are to be excavated, backfilled, and compacted by Developer in accordance with applicable City, County, and State specifications. Where required, the use of select backfill, the breaking and repaving of pavement and the restoring of any landscaping shall be the responsibility of the Developer.

(D) Developer shall pay to Pacific, within 30 days of the execution of this agreement, the sum of \$63,924.30 which represents a tax component collected for Federal "Contributions in Aid to Construction" Tax (CIAC) in accordance with California Public Utilities Commission decision 87-09-026.

This tax component is calculated on the value of materials and labor furnished by Contractor as estimated by Pacific through its normal estimating procedures.

(E) Developer shall provide to Pacific steel taped wall to wall measurements of all conduit placed and shall place, at Developer's expense, 3/8" (inch) pull rope in all conduits placed as specified on Pacific's job or as directed by Pacific's representative. Developer or his agent shall prove or mandrel all conduits placed.

(F) Developer shall indemnify Pacific and save it harmless from all liability of any character whatsoever, including damage to Pacific's facilities which directly or indirectly arises from or is connected with the performance by Developer, or by its contractors, employees, agents, or permittees, of the work contemplated hereby or of any development activity on or for Developer's property, except to the extent caused by the sole negligence or willful misconduct of Pacific.

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(G) Developer shall notify Pacific by telephoning Pacific's Inspection Group on (310) 515-2436, at least ten (10) working days prior to the necessary date of delivery of conduit material and 48 hours prior to the commencement of construction so that Pacific may have an Inspector on site for inspection necessary to satisfy the terms and conditions of this agreement.

(H) Prior to the commencement of any work to be performed hereunder, or at a mutually agreeable time thereafter, Developer shall arrange for the granting to Pacific of irrevocable easements, as required. Developer shall notify Pacific's Right of Way Group on (310) 515-4001 before the commencement of work to arrange for the granting of any required easements.

(I) Developer shall perform all work specified in a good and skillful manner and the work shall be free from faulty or defective workmanship. All materials furnished by Developer shall be free from defects. Developer shall immediately, upon notification from Pacific, remedy, repair, or replace, without cost to Pacific and to the satisfaction of Pacific's representatives and the satisfaction of Governmental Officials having jurisdiction, all defects, damages, or imperfections, including, but not limited to caving, sinking, or settling which may appear in the work within a period of two (2) years after the date of final completion and acceptance of the work by Pacific. Pacific shall exercise reasonable diligence to discover and report to Developer, as the work progresses, all unsatisfactory material and workmanship furnished by Developer.

Upon Inspection and acceptance of the completed underground conduit and manhole system by Pacific, title to such system shall automatically be transferred to and vest in Pacific.

If Developer cancels, modifies, or defers its request for facilities, Developer shall pay a charge to Pacific which will allow Pacific to recover the costs of engineering, labor, material, equipment, or any other related expenses incurred by Pacific as a result of such modification or cancellation. The provisions and conditions of this agreement shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors and assigns of the Developer and Pacific.

The above agreement, together with all the conditions thereof is hereby accepted this 29th day of December, 1998

PACIFIC BELL**BOEING REALITY CORP.**

J.M. WALKER
REGIONAL MANAGER



By: **S.M. Stavale**
Title: **Senior Project Manager**



Utility Specialists

Make the Right Connection

TRANSMITTAL

COMPANY: BOEING REALTY CORPORATION

DATE: DECEMBER 30, 1998

RE: BOEING -

HARBOR GATEWAY CENTER

~~TO~~ *From:* MARIO STAVALE

FAX NO: 562-627-3109

~~FROM~~ *To:* MICHELLE GOLDBERG

PHONE: 949-770-9396

MAIL _____

FAX XXX*102 9585*
PAGES (Include Cover)3

NO.	DESCRIPTION
1	TRENCHING AGREEMENT FOR TRACT MAP NO. 52172-02

COMMENTS:

MARIO,

ENCLOSED PLEASE FIND THE ABOVE REFERENCED TRENCH AGREEMENT FROM PACIFIC BELL. PACIFIC BELL HAS ASKED BOEING TO INDICATE IF YOU WOULD LIKE TO SUPPLY THE CONDUIT, MANHOLE FRAMES AND RINGS OR HAVE PACIFIC BELL PROVIDE THOSE ITEMS. AS WE DISCUSSED WITH PACIFIC BELL AT THE ONSET, WE WOULD RECOMMEND YOU HAVE PACIFIC BELL SUPPLY THESE ITEMS. BASED ON THE PRICING COMING OUT OF MORROW-MEADOWS YOU WILL MOST LIKELY GET A BETTER PRICE FROM PACBELL. *OK*

why?
ALSO, PACIFIC BELL HAS NOTED THE CIAC (CONTRIBUTIONS IN AID OF CONSTRUCTION) TAX HAS BEEN CALCULATED AT \$63,924.30 *?* THIS TAX IS BASED ON THE VALUE OF THE LABOR, TRENCH AND MANHOLES THAT YOUR CONTRACTOR WILL PROVIDE. THIS AMOUNT WILL NEED TO BE PAID WITHIN 30 DAYS OF THE EXECUTION OF THIS AGREEMENT.

IF ACCEPTABLE, PLEASE SIGN AND FAX THIS LETTER BACK TO ME TODAY. PACIFIC BELL IS HOLDING THE DESIGN PENDING RECEIPT OF THIS LETTER.

AS ALWAYS, PLEASE CALL WITH ANY QUESTIONS.....MICHELLE

THE FOLLOWING FILE(S) ERASED

FILE	FILE TYPE	OPTION	TEL NO.	PAGE	RESULT
055	MEMORY TX		819497709585	03/03	OK

ERRORS

1) HANG UP OR LINE FAIL 2) BUSY 3) NO ANSWER 4) NO FACSIMILE CONNECTION